

Atty. Dkt. No. PREC-1-22226

## REMARKS

This reply is in response to the Office Action mailed on June 23, 2008 in which claims 16, 18-36 and 38-51 were rejected. Claims 16, 18-36 and 38-51 are presented for reconsideration and allowance.

### CHANGE OF CORRESPONDENCE ADDRESS

As an administrative matter, Applicants respectfully note that a Change of Correspondence Address Form was filed with the Office on 16 July 2007, and a second Change of Correspondence Address Form is filed in conjunction with this Reply.

#### I. Rejection of Claims 16, 18-21, 35, 36 and 38-43 under 35 USC 103(a) Based upon *Oglesby* and *Virtual Support*

Pages 2-4 rejected claims 16, 18-21, 35, 36 and 38-43 under 35 USC 103(a) as being unpatentable over *Oglesby et al.*, US Patent 4,840,372, in view of *Virtual Support*. For the reasons which follow, the rejection of claims 16, 18-21, 35, 36 and 38-43 should be withdrawn.

##### A. Claim 16

Claim 16 recites a method which includes using a control server at a fitness facility to gather service information, determining whether the service information is significant and automatically sending a service alert message to at least one predefined recipient regarding service information that is significant.

Neither *Oglesby* nor *Virtual Support*, alone or in combination, disclose or suggest an ELECTRONIC method which includes gathering service information from at least one fitness equipment (1) using a control server AT A FITNESS FACILITY (2) via a wireless connection and (3) AUTOMATICALLY sending a service alert message to a predefined recipient. The Office Action acknowledges that *Oglesby* fails even disclose a control server. As a result, the Office Action attempts to additionally rely upon *Virtual Support* for the disclosure of a server.

However, *Virtual Support* still fails to satisfy the clear deficiencies of *Oglesby*. As with *Oglesby*, *Virtual Support* also failed to disclose (1) using a control server AT A

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FITNESS FACILITY (2) via a wireless connection and (3) AUTOMATICALLY sending a service alert message to a predefined recipient.

1. *Virtual Support* fails to disclose using a control server at a fitness facility.

Although *Virtual Support* may disclose a server, the server of *Virtual Support* is NOT at a fitness facility. In contrast, the server of *Virtual Support* is located at a remote service provider, Netpulse Communications. As a result, any surveillance must be performed by a far off entity which may also be monitoring multiple customers, potentially reducing response time and fitness facility customization.

Note that the claim also requires a determined AT THE FITNESS FACILITY, a more accurate determination about its significance of service information may be made.

2. *Virtual Support* fails to gather information using a control server at a fitness facility VIA A WIRELESS CONNECTION.

As noted above, *Virtual Support* merely discloses a server at a remote service provider. Nowhere does *Virtual Support* even remotely mentioned that such servers gather information using a wireless connection. In fact, given that *Virtual Support* discloses REMOTE surveillance, it would stand to reason that the servers at Netpulse Communications cannot feasibly gather information using a wireless connection.

3. *Virtual Support* fails to disclose any electronic method which AUTOMATICALLY sends a service alert message to a predefined recipient.

Once again, the server of *Virtual Support* is that a remote service provider. Surveillance is NOT performed as part of an electronic method, wherein service alert messages are automatically sent. In contrast, *Virtual Support* specifically states:

If, at any time, any station fails, a Netpulse technician can diagnose the problem and immediately notify the facility so that the station can be repaired.

As evident, *Virtual Support's* does not disclose an electronic method which determines whether service information is significant. Instead, a technician must diagnose any problems and evaluate any service information.

Moreover, if the technician determines that a problem is significant, he or she must take action to notify the fitness facility. This is clearly NOT automatic. What if the technician is already tied up evaluating other equipment? What if the technician is sick or

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on vacation? In such a case, the service alert message would be delayed, delaying service of any equipment and unacceptably increasing down time for the fitness equipment at the facility.

Bottom line is that *Virtual Support* does not disclose an automatic electronic surveillance system. In complete contrast, *Virtual Support* merely discloses a remote facility having technicians that conduct human surveillance of multiple fitness machines. *Virtual Support* fails to satisfy the deficiencies of *Oglesby*. Accordingly, the rejection of claim 16 should be withdrawn. The rejection of claims 18-21 and 38-43, which depend from claim 16, overcome the rejection for at least the same reasons.

#### B. Claim 19

Claim 19 depends from claim 16 and recites that the control server stores the service information that has been gathered in a database associated with the control server.

Once again, as noted above, *Oglesby* does not disclose any control server. Processor 42 of the particular exercise machine cannot be considered a server. Moreover, the main health club computer disclosed by *Oglesby* does not “gather” service information. With respect to claim 19, nowhere does *Oglesby* remotely indicate that the main health club computer stores the “accounting data” or the “reference data,” that has being gathered, in a database. At most, *Oglesby* merely discloses that the main health club computer serves as another monitor for displaying a message indicating that a particular machine should be serviced.

Recognizing this efficiency, the Office Action attempts to additionally rely upon *Virtual Support*. However, once again, the server of *Virtual Support* is not at the fitness facility. Accordingly, rejection of claim 19 should be withdrawn for least this additional reason.

#### C. Claim 21

Claim 21 depends from claim 16 and further specifies that the service information is sent by the control server.

Neither *Oglesby* nor *Virtual Support*, alone or in combination, disclose an electronic method, wherein gathered service information is sent by a control server. Once again, as noted above, processor 42 of the individual exercise machine of *Oglesby* cannot be considered a control server. As noted above, the main health club computer also cannot be

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considered as a control server that gathers service information. Moreover, with respect to claim 21, nowhere does *Oglesby* even remotely suggest that the main health club computer sends service information to at least one predefined recipient. In contrast, the main health club computer merely receives a message for display that indicates that the machine should be serviced. Even assuming, arguendo, that *Oglesby* happened to disclose that the display message additionally included the "accounting data" (which *Oglesby* does not), *Oglesby* fails to further disclose that main computer ever forwards or sends such information to yet another recipient.

In acknowledgment of the deficiency of *Oglesby*, the Office Action attempts to additionally rely upon *Virtual Support*. However, nowhere does *Virtual Support* disclose that the control server sends the service information. In complete contrast, in *Virtual Support*, the server only receives the service information via the Internet. In *Virtual Support*, it is the service technician, NOT a server, that notifies the facility of the identified problems. Accordingly, rejection of claim 21 should be withdrawn for this additional reason.

#### D. Claim 38

Claim 38 depends from claim 16 and recites that the service facility is one of a plurality of the facilities of an association and the at least one predefined recipient is a main office of the Association.

Neither *Oglesby* nor *Virtual Support*, alone or in combination, disclose an electronic method wherein a service alert message is automatically sent to a main office of an association of fitness facilities. As noted above with respect to the rejection of claim 21, neither *Oglesby* nor *Virtual Support* disclose AUTOMATICALLY sending a service alert message to the recipient. In contrast, *Oglesby* requires that such information be sent by a technician. On top of this, any message sent by a technician is merely sent to a particular fitness facility, not the main office of an association of a plurality of fitness facilities. Accordingly, rejection of claim 38 should be withdrawn.

#### E. Claim 39

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Claim 39 depends from claim 16 and recites an electronic method wherein a service alert message is automatically sent to a manufacturer of the fitness equipment.

Neither *Oglesby* nor *Virtual Support*, although in combination, disclose an electronic method wherein a service alert message is automatically sent to a manufacturer of the fitness equipment. *Oglesby* clearly does not show sending of a service alert message to any manufacture. *Virtual Support* is equally deficient. At most, a *Virtual Support* merely discloses that a human technician must diagnose the problem and notify a facility. This is a far cry from an electronic method in which a server automatically sends a service alert message to a manufacturer of the fitness equipment. Thus, rejection of claim 39 should be withdrawn.

F. Claim 40

Claim 40 depends from claim 16 and recites an electronic method wherein a service alert message is automatically sent to a remote service/maintenance provider.

Neither *Oglesby* nor *Virtual Support*, although in combination, disclose an electronic method wherein a service alert message is automatically sent to a remote service/maintenance provider. *Oglesby* clearly does not show sending of a service alert message to any remote service/maintenance provider. *Virtual Support* is equally deficient. At most, a *Virtual Support* merely discloses that a human technician must diagnose the problem and notify a facility. This is a far cry from an electronic method in which a server automatically sends a service alert message to a remote service/maintenance provider. In complete contrast, with *Oglesby*, it is the remote service/maintenance provider that gathers the information and has a human technician who diagnoses the information. Thus, rejection of claim 40 should be withdrawn.

G. Claim 41

Claim 41 depends from claim 16 and recites the sending of service information from two control servers at two different fitness facilities which are remote from one another, to an accumulated data storage unit.

Neither *Oglesby* nor *Virtual Support*, alone or in combination, discloses the sending of service information from two control servers at two different fitness facilities which are remote from one another, to an accumulated data storage unit. As acknowledged by the Office Action, *Oglesby* does not even disclose a single control server. *Virtual Support*

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merely discloses a single control server at a remote service provider. Nowhere does *Virtual Support* disclose to different control servers at two different fitness facilities. Moreover, since the information is sent to a single control server in *Virtual Support*, why would there be any need for a second control server remote from the first control server? Please note that the control server of *Virtual Support* only receives information and does not send information. The rejection of claim 41 should be withdrawn. Claim 42, which depends from claim 41, should be withdrawn for least of the same reasons.

#### H. Claim 43

Claim 43 depends from claim 16 and recites that the recipient comprises a repair facility and that the service alert message that was AUTOMATICALLY sent includes a request for replacement part for the exercise equipment.

Neither *Oglesby* nor *Virtual Support*, alone or in combination, disclose an electronic method which automatically sends a request for replacement part for exercise equipment to a repair facility. *Oglesby* clearly does not show sending of a service alert message to a repair facility, let alone automatically sending a request for a placement part. *Virtual Support* is equally deficient. At most, a *Virtual Support* merely discloses that a human technician must diagnose the problem and notify a facility. This is a far cry from an electronic method in which a server automatically sends a service alert message to a repair facility automatically requesting a replacement part. Accordingly, rejection of claim 43 should be withdrawn.

#### II. Rejection of claims 22-34, 44, 45 and 47-50 under 35 USC 103(a) based upon *Oglesby*, *Virtual Support* and *Shea*

Pages 4-7 of the Office Action rejected claims 22-34, 44, 45 and 47-50 under 35 USC 103(a) as being unpatentable over *Oglesby et al.*, US Patent 4,840,372 in view of *Virtual Support* and further in view of *Shea*, US Patent 7,056,265. For the reasons which follow, the rejection of claims 22-34, 44, 45 and 47-50 should be withdrawn.

Claims 22-30 depends from claim 16 and overcome the rejection based upon *Oglesby* and *Shea* for the reasons discussed above with respect to the rejection of claim 16 based upon *Oglesby* and *Virtual Support*. *Shea* fails to satisfy the deficiencies of *Oglesby* and *Virtual Support*. For the following additional reasons, the rejection of claims 24, 25, 29 and 31-36 should be withdrawn.

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A. Claims 24, 25 and 29

Claim 24 depends from claim 16 and further specifies that the control server sends real-time service information and history service information from an accumulated a storage unit.

Claims 25 and 29 depend from claim 16 and further recite that the controls server sends both real-time service information and history service information

*Oglesby*, *Virtual Support* and *Shea*, either alone or in combination, do not disclose or suggest a control server that sends both real-time service information and history service information. As acknowledged by the Office Action, *Oglesby* fails to disclose any control server. As a result, the Office Action attempts to rely upon *Virtual Support*. However, *Virtual Support* merely discloses a server at a remote service provider that simply receives surveillance information. Nowhere does the server of *Oglesby* send service information. Nowhere does *Oglesby* disclosed that its server sends historical service information along with real-time service information. Accordingly, rejection a claim 24, 25 and 29 should be withdrawn.

B. Claim 31

Claim 31 recites a method for obtaining service information from fitness equipment units. First, claim 31 recites requesting service information on fitness equipment units (PLURAL) from an accumulated data storage unit having a permanent database, wherein the request includes instructions DEFINING what types of service information are to be obtained. Second, claim 31 recites that the database is formed from information from a plurality of temporary databases.

*Oglesby*, *Virtual Support* and *Shea*, either alone or in combination, do not disclose or suggest a method (1) wherein service information on a plurality of fitness equipment units is requested from a data storage unit with a request that defines what types of information are to be obtained.

In rejecting claim 31, the Office Action asserts that:

*Oglesby* discloses requesting service information on the fitness equipment units from an accumulated data storage unit having a permanent database (abstract).

(Office Action dated November 28, 2007, page 6).

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However, this is incorrect. *Oglesby* does not disclose requesting service information on fitness equipment units (PLURAL) from an accumulated data storage unit. First, at most, *Oglesby* only presents a message indicating that a single machine should be serviced. The presented message of *Oglesby* (whether on display 24 or on the display of the main computer), only relates to a single exercise machine, NOT a plurality of fitness equipment units.

Second, nowhere does *Oglesby* disclose that any accumulated data storage unit includes service information for a PLURALITY of fitness equipment units. In contrast, processor 42 of *Oglesby* obviously only contains "accounting data" in RAM 49 for the single exercise machine which contains processor 42. It would make little sense for processor 42 of *Oglesby* which presumably stores the "accounting data" for the particular exercise machine to include "accounting data" for other exercise machines. Likewise, it would make absolutely no sense for a request for service information on a plurality of fitness units (PLURAL) from RAM 49 or processor 42 of an exercise machine that would ONLY have "accounting data" for itself.

*Shea* also fails to disclose a request that defines what types of information regarding a plurality of fitness equipment units are to be obtained from a data storage unit. In contrast, *Shea* merely discloses that historic maintenance information and usage information for a single machine may be accessed at any one time.

The Office Action repeatedly places emphasis on the assertion that discusses a schedule of future maintenance checks. However, this is largely irrelevant. *Shea* says nothing about a request that DEFINES what types of information are to be obtained from a data storage unit. Thus, the rejection of claim 31 should be withdrawn.

### III. Rejection of claims 46 and 51 under 35 USC 103(a) based upon *Oglesby*, *Virtual Support*, *Shea* (and *Brown*?)

Pages 7 and 8 of the Office Action reject claims 46 and 51 under 35 USC 103(a) as being unpatentable over *Oglesby* et al. US Patent 4840372 in view of *Virtual Support*, in view of *Shea* US Patent 7056265 and further in view of *Brown* US Patent 6601016. Claims 46 and 51 depend from claim 31 and overcome rejection for the same reasons discussed above with respect to the rejection of claim 31. *Brown* fails to satisfy the deficiencies of *Oglesby*, *Virtual Support* and *Shea*.



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IV. Conclusion

Applicants believe that the present application is now in condition for allowance. Favorable reconsideration of the application as amended is respectfully requested.

The Examiner is invited to contact the undersigned by telephone if it is felt that a telephone interview would advance the prosecution of the present application.

Respectfully submitted,

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